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NOTICE TO OFFERORS
(CHAPTER 103D)

The Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW), is soliciting proposals for Production of Watershed Public Service Announcements. Copies of the Request for Proposal (RFP WP13) may be downloaded from the State Procurement Office (SPO) website (<http://www.spo.hawaii.gov/>).

Sealed proposals will be received at the Division of Forestry and Wildlife office, via email to Lisa.Ferentinos@hawaii.gov and must be received by 4:00 pm (Hawai'i Standard Time-HST) on April 15, 2013 as evidenced by the state electronic mail date/time clock. Anything received after this time and date will not be considered and will be returned to the applicant unopened. There are no exceptions to this requirement. Notification of grant award or denial will be made according to dates outlined in the RFP.

The State reserves the right to cancel or modify this RFP at any time and reject any and all proposals or to waive any defect, when in its opinion, such cancellation, rejection or waiver will be in the best interests of the State of Hawai'i. The State of Hawai'i assumes no financial responsibility in the preparation of any responses to this RFP.

Written (mail) inquiries regarding this RFP should be directed to Lisa Ferentinos with the Division of Forestry and Wildlife at the Division of Forestry and Wildlife office, 1151 Punchbowl Street, Room 325, Honolulu, HI 93813, by phone at 808-587-0166, or email Lisa.Ferentinos@hawaii.gov.



William J. Aila, Jr., Chairperson and Chief Procurement Officer
Department of Land and Natural Resources

Department of Land and Natural Resources
Division of Forestry and Wildlife
Watershed Partnerships Program
1151 Punchbowl St., Rm. 325
Honolulu, HI 96813

Legal Ad Date: March 15, 2013

**REQUEST FOR PROPOSALS
NO. WP PSA1**

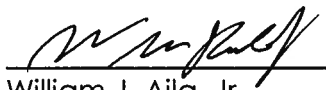
**SEALED PROPOSALS for
PRODUCTION OF WATERSHED PUBLIC SERVICE ANNOUNCEMENTS**

WILL BE RECEIVED UP TO 4:00 PM (HST) ON
April 15, 2013

BY THE

State Department of Land and Natural Resources
Watershed Partnerships Program at the following email address:
Lisa.Ferentinos@hawaii.gov

PROPOSALS MUST BE SUBMITTED BY E-MAIL BY THE ABOVE DEADLINE. TIMELY RECEIPT OF OFFERS SHALL BE EVIDENCED BY THE DATE AND TIME REGISTERED BY THE STATE OF HAWAII E-MAIL SYSTEM TIME WHEN THE FILE IS SENT. USE RFP WP PSA1 IN THE SUBJECT LINE.



William J. Aila, Jr.
Procurement Officer
Dept. of Land and Natural Resources

RFP Registration and Inquiries

If you intend to respond to this request for proposals, please email Lisa.Ferentinos@hawaii.gov to **register your organization otherwise you will not receive notification of any changes or addendums**. Provide a contact name, address, phone number, and email address.

1. INTRODUCTION

The Hawaii Department of Land and Natural Resources seeks to fund the production of four or more public service announcements promoting the protection of Hawaii's watersheds. Final awards are subject to the availability of funds or State budget restrictions and procedures. Approximately \$50,000 dollars from the Natural Area Reserve Fund is available through this RFP. More than one award may be made for this Request for Proposals (RFP).

2. CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State.

3. RFP SCHEDULE AND SIGNIFICANT DATES

The following table represents the State's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Proposals	March 14, 2013
Deadline to Submit Written Questions	March 20, 2013
State's Response to Written Questions	March 21, 2013
Pre-proposal meetings with Offerors*	March 21-22, 2013
Proposals Due and Opened	April 15, 2013
Proposal Evaluations Completed	April 16, 2013
Discussion with Priority Listed Offerors	April 17, 2013
Best and Final Offer due (if necessary)	April 22, 2013
Estimated Notification of Award	April 23, 2013
Estimated Project Start Date	June 1, 2013

***Pre-proposal meetings with all offerors are strongly encouraged. For entities not on Oahu, the meeting can be via WebEx, to be set up by DOFAW. Please contact Lisa Ferentinos at lisa.ferentinos@hawaii.gov or 808-586-0917 to schedule.**

4. BACKGROUND

The State of Hawai'i's Division of Forestry and Wildlife (DOFAW) of the Department of Land and Natural Resources (DLNR) is responsible for the management and safekeeping of Hawai'i's watersheds and the irreplaceable plants and animals that make up these unique ecosystems. While the effects of DOFAW's work are felt throughout everyday life here in Hawai'i, most of the public has very little understanding of the work DOFAW does and the issues facing our native species and ecosystems. This television media campaign hopes to address this gap in understanding and therefore spark a culture of conservation ethic within the community. With a better-informed public there is a greater support for conservation projects throughout the state. A videographer with editing and production equipment and a track record of quality products is required.

5. SCOPE OF WORK (SOW)

1. Provide personnel and all required equipment to shoot, narrate, edit, and produce up to four 30-second television PSA's to be aired on local broadcast and cable channels.

	Summary	Message
1	Botanists, biologist, volunteers, fence building crew are showcased as they demonstrate how they protect and mālama Hawai'i's resources, focusing on why healthy forests are needed to ensure a sustainable water supply for future generations.	DOFAW and our partners' work protects our natural resources especially water.
2	Scenic beauty shots of various forests protected for watershed values around Hawai'i are showcased with an explanation that DOFAW and its partners maintain these for future generations and to maintain Hawaiian cultural traditions.	Hawai'i's watershed forests are important to our survival and worth protecting
3	Explain why we need to take action to prevent the damage caused by invasive plants and non-native animals and show the damage they cause to our watershed forests.	Hawai'i's forests are in need of our help.
4	A local family discusses the beauty of the Palila bird and how sheep can be managed elsewhere but the Palila need our help.	Endangered species need to be protected and are part of DOFAW's effort to protect our natural and cultural resources.

2. Write draft scripts, to be outlined, edited and approved by DOFAW staff and the DLNR Chairperson's office.
3. Coordinate non-professional talent selection with DOFAW staff.
4. Coordinate shooting schedules with DOFAW staff.
5. Ensure video releases are signed by all talent giving the contractor and the State of Hawaii the right to utilize the footage for public programming.
6. Include costs for travel to Hawaii Island and one other island to be determined for one full day of shooting in each location. All other shooting may take place on Oahu or the Offeror's home island if preferred. DOFAW will provide the contractor with on-island transportation to shooting sites; the contractor will be responsible for all other travel costs related to the shooting.
7. Provide all unedited footage shot for this project in raw format on an external hard drive. DOFAW reserves the right to use this footage for future productions at its discretion.
8. DOFAW will maintain the sole rights to the PSA's and utilize them on any media outlet it chooses.

9. All PSA's must include credits or logos for all sponsoring organizations (to be provided by DOFAW).
10. Deliverables must include the following:
 - DVD or other removable media format (external drive or large CF card etc.) of all final PSA's for DVD players
 - DVD of all PSA's in Quicktime format (*.mov) for internet uploading.
 - Submaster of all final PSA's either in digital form.
 - QT422 Output
 - Closed captioning file
 - All PSA's in a .mov file format (to be uploaded to internet sites).

6. TERM OF CONTRACT

Funding for this contract will be allocated from the State's FY2013 funds only. The contract shall be for a period **beginning approximately June 1, 2013 and ending December 31, 2013.**

Unless terminated, the contract may be extended for not more than one additional six (6) month period without the necessity of re-bidding, upon mutual agreement, in writing prior to expiration provided that the contract price for the extended period shall remain the same or lower than the original bid price. A request for extension must be acceptable to DOFAW and received at least 3 months before the original contract expiration date to allow for all required approvals.

7. PROPOSAL FORMAT AND CONTENT

Submit proposals **VIA E-MAIL ONLY** to Lisa.Ferentinos@hawaii.gov. Please send all attachments as a single pdf file. If funding is awarded, an original transmittal letter shall be mailed to the address on the RFP cover within 5 days of the notice of award.

File names: Please name your proposal file RFP WP PSA1 [followed by name of offeror]. For example: < RFP WP PSA1 Hawaii Productions Inc>.

Proposals must contain all of the following as listed below:

1. **Transmittal and Offer Letter** Fill in all requested information in the form attached at the end of this RFP: **TRANSMITTAL RFP WP PSA1**. Sign and date, and include in the proposal pdf. If the proposal is awarded funding, an original of the transmittal and offer letter must be received within 5 days of the award date.
2. **Scope of Work and Budget (Maximum 4 pages):**
 - A. Description of the proposed activities and deliverables per the SOW described above.
 - B. Table showing the timeline for completion of all activities and deliverables
 - C. Budget breakdown showing all costs. A maximum retainer of 10% may be budgeted.
 - D. Payment schedule related to specific activities and deliverables to be accomplished.

3. **Evidence of Experience- Summary of the Offeror's Previous Accomplishments as related to this project (Maximum 2 pages):**

- Required-Production and editing of at least three PSA's, directed at Hawaii's general viewing audience, that have aired on broadcast or cable channels.
- Experience filming in remote areas of Hawaii such as Forest and Natural Area Reserves.
- Ability to film in challenging terrain and harsh weather conditions.
- Able to hike on trails with equipment for an entire day.
- Familiarity with watershed protection issues in Hawaii.
- Ability to shoot, edit and produce all aspects of the PSA's.
- Experience working with non-professional talent.
- Experience creating computer graphics and animations.
- Experience using creative shooting techniques (i.e., extreme shooting angles, time lapse, music-driven editing, creative lighting, etc.).
- Experience and ability to use camera stabilizers (i.e., Steadicam).
- Experience with on-camera filters and post-production effects.
- Experience and ability composing, performing, recording, or acquiring rights to music for this project.

4. **References:** Contact information for at least two references that we can contact for whom the Offeror has done PSA work including a contact name, phone number and email address.

5. **Examples of relevant work:**

Provide a link to at least three PSA's that are posted on-line for viewing.

8. EVALUATION CRITERIA AND CONTRACTOR SELECTION

Proposals will be ranked by an evaluation committee consisting of three or more government officials. The awards will be made to the responsible Offeror(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria listed in this section. Evaluation criteria and their associated points are listed below. **The total number of points used to score this proposal is 100.**

Evaluation Criteria	Maximum Points
Experience with PSA's	25
Price	20
Realistic timeline and payment schedule	5
Knowledge of subject matter	10
Quality of relevant work examples	20
Quality of references for previous PSA work	5
Adequate description of the activities and deliverables	15
TOTAL	100

9. SPECIAL PROVISIONS

See Attachment 1 for Special Provisions

In addition, the contractual requirements for general liability are no less than \$1 million per occurrence and \$2 million in the aggregate. Automobile insurance must be no less than \$1 million per accident.

11. COMPENSATION AND PAYMENT

Progress payments (in the form of invoices) can be submitted as deliverables are completed. All invoices shall identify costs as they relate to the approved project budget (i.e. salaries \$x, fringe \$x, supplies \$x, etc.)

All invoices must contain the following information:

- Contract number
- Service period
- The statement "This is an original invoice"
- An original signature in blue ink

Attach a brief statement of progress on each scope of work item that includes percent completion of that item or provide an updated reporting spreadsheet.

The final invoice should be **marked as "Final"** when submitted. All final invoices need to be accompanied by the Certificate of Vendor Compliance from Hawaii Compliance Express.

Invoices should be sent to:

Watershed Partnerships Program
Division of Forestry and Wildlife
Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

ATTACHMENT 1

SPECIAL PROVISIONS

1. SCOPE- All watershed partnership program grant proposals shall be in accordance with this RFP, including the special provisions in this section, the Scope of Work specified herein, and the General Conditions (GC), included by reference and available at <http://www4.hawaii.gov/StateForms/Internal/ShowInternal.cfm>

2. RESPONSIBILITY OF OFFERORS- Pursuant to § 103D-328, HRS, selected offeror shall be required to submit evidence of tax clearance by providing a Hawaii Compliance Express certificate dated within one month of the notice of award. Please see <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of § 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). This certificate will also indicate compliance with the Hawaii State Department of Labor and Industrial Relations (DLIR) regulations.

Compliance with Section 103D-310(c)(1) and (2), HRS. The Hawaii Compliance Express Certificate also shows compliance with the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG).

Timely Submission of all Certificates. The above certificate should be applied for and submitted to DOFAW as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a Hawaii Compliance Express certificate for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the Form is available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" under the "Quick Links" section of the main page.

3. OFFEROR QUALIFICATIONS- Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in the section Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

4. TERM OF CONTRACT- Successful Offeror shall be required to enter into a formal written contract to commence work on this project. The initial term of the contract shall be for funds allocated in the FY2013 period starting on the official commencement date of the Notice to Proceed. The contract may be extended for up to six (6) months or any portion thereof, if mutually agreed upon in writing prior to contract expiration. The Contractor or State may terminate the extended contract period at any time upon one month's prior written notice.

5. CONTRACT ADMINISTRATOR- For the purposes of this contract, Lisa Ferentinos, Planner, (808) 586-0917, or authorized representative, is designated the Contract Administrator.

6 .OVERVIEW OF THE RFP PROCESS

a.The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS Section 103D-303.

b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.

c.Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.

d.The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.

e.Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.

f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.

g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.

h.The date and time for Offerors to submit their BAFO, if any, is indicated in the RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.

i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria, the Procurement Officer or an evaluation committee will make its recommendation. The

Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors.

j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.

k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.

l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

7. CONFIDENTIAL INFORMATION- If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld. An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

8. REQUIRED REVIEW -Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the Department of Land and Natural Resources, Division of Forestry and Wildlife prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

9. QUESTIONS PRIOR TO OPENING OF PROPOSALS- All questions must be submitted in writing and directed to Lisa Ferentinos, Planner, Division of Forestry and Wildlife, Lisa.Ferentinos@hawaii.gov. The State will respond to written questions by the date indicated in the RFP Schedule and Significant Dates, or as amended.

10. CANCELLATION OF RFP AND PROPOSAL REJECTION- The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

11. OFFER ACCEPTANCE PERIOD-The State's acceptance of offer, if any, will be made within one-hundred and twenty (120) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a one-hundred and twenty (120) day period.

12. PROPOSAL AS PART OF THE CONTRACT- This RFP and all or part of the successful proposal may be incorporated into the contract.

13. CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS - During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the

additional work. Changes to the contract may be modified only by written document (contract modification) signed by the Department of Land and Natural Resources, Division of Forestry and Wildlife and Contractor personnel authorized to sign contracts on behalf of the Contractor. The Contractor will not commence additional work until a signed contract modification has been issued.

14. PROTEST- A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>. Any protest pursuant to § 103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, Department of Land and Natural Resources, 1151 Punchbowl St., Honolulu, HI 96813.

15. GOVERNING LAW: COST OF LITIGATION- The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii. In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

17. SUBMISSION OF PROPOSAL- The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work. Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

18. PROPOSAL PREPARATION

a. **TRANSMITTAL AND OFFER FORM.** Proposals shall be submitted using Offeror's **exact legal name as registered with the Department of Commerce and Consumer Affairs**, if applicable; and to indicate exact legal name in the appropriate spaces on the Transmittal and Offer Form. Failure to do so may delay proper execution of the contract. **This offer will be submitted via email, however, once the intent to award has been sent to an offeror, the offeror must submit the complete original copy and it must be received at the above address within five working days.** The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.

c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS § 103D-1008, the Offeror's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal by email.

f. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.

g. All proposals become the property of the State of Hawaii.

h. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

19. SUBMISSION OF PROPOSAL- Offers shall be received at the Department of Land and Natural Resources, Division of Forestry and Wildlife, 1151 Punchbowl St, Rm. 325, Honolulu, HI 96813 via email to Lisa.Ferentiinos@hawaii.gov , no later than the date and time stated in Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the State of Hawaii electronic mail system clock. Offers received after the deadline shall be returned unopened

20. PRICING- Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, which may be added as a separate line item and shall not exceed the current rate,** and any other costs incurred to provide the specified services. **The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.**

21. ECONOMY OF PRESENTATION- Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

22. PROPOSAL OPENING- Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

23. EVALUATION OF PROPOSALS- The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP. Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary. If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible offerors who submitted the highest-ranked proposals.

24. DISCUSSION WITH PRIORITY LISTED OFFERORS- Priority listed offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in the RFP schedule.

25. CANCELLATION OF RFP AND PROPOSAL REJECTION- The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97. The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

26. ADDITIONAL TERMS AND CONDITIONS- The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

27. CONTRACT EXECUTION- Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not

liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date. If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

28. PAYMENT- Incremental payments shall be made to the awarded Contractor upon receipt of reports that meet the expectations of the RFP. The receipt of reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS § 103-10, as amended. The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute. If an advance payment is requested it must be stated in the budget section of the proposal.

29. AWARD- Method of Award. The award will be made to the responsive, responsible Offeror(s) whose proposal is/are determined to be the most advantageous to the State based on the evaluation criteria.

Responsibility of Offeror(s). Reference HRS Chapter 103D-310(c). Contractor is required to submit a "Certificate of Vendor Compliance" after the Notice of Award is received and before a contract can be processed. Businesses can register online at <http://vendors.ehawaii.gov>

Final Payment Requirements. Contractor is required to submit a "Certificate of Vendor Compliance" with the invoice for final payment on the contract.

If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

30. CONTRACT INVALIDATION- If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

31. NON-DISCRIMINATION- The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

32. CONFLICTS OF INTEREST- The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

33. WAIVER- The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

34. SEVERABILITY- In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

35. CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS- It has been determined that funds for this contract have been appropriated by a legislative body. Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

36. ADDITIONS, AMENDMENTS AND CLARIFICATIONS -Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and

is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer. Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

**TRANSMITTAL and OFFER LETTER RFP WP PSA1
PRODUCTION OF WATERSHED PUBLIC SERVICE ANNOUNCEMENTS**

Offeror's Name:

Address:

Phone:

Fax:

Email:

Watershed Partnerships Program
Department of Land and Natural Resources, Division of Forestry and Wildlife
1151 Punchbowl St., Rm. 325
Honolulu, Hawaii 96813

The undersigned has carefully read and understands the terms and conditions specified in RFP WP PSA1, the Special Provisions attached hereto, and in the current Hawaii Attorney General's General Conditions, by reference made a part hereof and available at <http://www4.hawaii.gov/StateForms/Internal/ShowInternal.cfm>; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price submitted was independently arrived at without collusion.

Proposal Title: RFP WP PSA1 _____ [fill in short name of offeror]
Total Amount of Proposal \$ _____

If awarded, the contract or purchase order with the State would be made with the following entity **(please use the exact legal name as registered with the Dept. of Commerce and Consumer Affairs):**

(Legal name)

State Tax ID No.(GE)

Federal Tax ID No.

Offeror Signature

Date

Print Name

Title

Please note: This offer will be submitted via email, however, once the intent to award has been sent to an offeror, the offeror must submit the complete original copy and it must be received at the above address within five working days.